



Cornell University  
ILR School

Cornell University ILR School  
**DigitalCommons@ILR**

---

Consent Decrees

Labor and Employment Law Program

---

2-11-2016

## United States Equal Employment Opportunity Commission v. Vacation Resorts International, Inc.

Judge Federico A. Moreno

Follow this and additional works at: <https://digitalcommons.ilr.cornell.edu/condec>

Thank you for downloading this resource, provided by the ILR School's Labor and Employment Law Program. [Please help support our student research fellowship program with a gift to the Legal Repositories!](#)

---

This Article is brought to you for free and open access by the Labor and Employment Law Program at DigitalCommons@ILR. It has been accepted for inclusion in Consent Decrees by an authorized administrator of DigitalCommons@ILR. For more information, please contact [catherwood-dig@cornell.edu](mailto:catherwood-dig@cornell.edu).

If you have a disability and are having trouble accessing information on this website or need materials in an alternate format, contact [web-accessibility@cornell.edu](mailto:web-accessibility@cornell.edu) for assistance.

---

## United States Equal Employment Opportunity Commission v. Vacation Resorts International, Inc.

### Keywords

EEOC, Vacation Resorts International Inc., 15:cv-62061-FAM, Consent Decree, Sexual Harassment, Hostile Work Environment, Retaliation, Termination, Sex, Female, Hospitality, Employment Law, Title VII

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF FLORIDA  
FORT LAUDERDALE DIVISION

Case No. 15:cv-62061-FAM

UNITED STATES EQUAL	)
EMPLOYMENT OPPORTUNITY	)
COMMISSION,	)
	)
Plaintiff,	)
v.	)
	)
VACATION RESORTS	)
INTERNATIONAL, INC.,	)
	)
Defendant.	)
	)

---

**CONSENT DECREE**

The Consent Decree ("Decree") is made and entered into by and between Plaintiff, U.S. Equal Employment Opportunity Commission ("EEOC"), and Defendant, Vacation Resorts International, Inc. ("VRI") (collectively, the "Parties").

---

**INTRODUCTION**

1. EEOC filed this action on September 30, 2015, under Title VII of the Civil Rights Act of 1964, 42 U. S. C. § 2000e *et seq.*, and Title I of the Civil Rights Act of 1991, 42 U.S.C. § 1981a, to correct unlawful employment practices based on sex and retaliation, and to provide appropriate relief to Charging Party Katrina Archer ("Archer") and other victims of sexual harassment.

2. EEOC alleged that VRI, through Assistant Housekeeping Manager Nelson Perez, subjected Archer and other female employees to sexual harassment, including offensive comments, propositioning, and nonconsensual bodily touching. EEOC also alleged that VRI retaliatorily terminated Archer for resisting and repeatedly complaining about this harassment.

VRI denies these allegations and states that, by entering into this decree, it admits no wrongdoing or violation of the law.

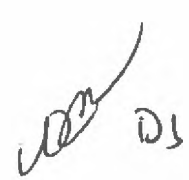
3. In the interest of resolving this matter without further litigation and adjudication, the Parties have agreed that this action should be finally resolved by entry of this Decree. This Decree is final and binding on VRI and its successors, assigns, subsidiaries, and any other corporations or entities into which VRI may merge or with which it may consolidate.

4. No waiver, modification, or amendment of any provision of this Decree will be effective unless made in writing, approved by all parties to this Decree, and approved or ordered by the Court (unless a different procedure is specifically provided for in this agreement with respect to particular provisions).

5. This Decree constitutes the complete understanding between EEOC and VRI with respect to the matters herein. A separate settlement agreement may be executed between Archer and VRI, which shall not supersede this Decree.

6. If one or more of the provisions are deemed or rendered unlawful or unenforceable, the Parties shall make good faith efforts to agree upon appropriate amendments to this Decree in order to effectuate its purposes. In any event, the remaining provisions will remain in full force and effect unless the purposes of the Decree cannot, despite the Parties' best efforts, be achieved.

7. This Decree fully and finally resolves any and all claims asserted in the Complaint filed by EEOC in this action styled *EEOC v. Vacation Resorts Int'l, Inc.*, Case No. 0:15-cv-62061-FAM, in the United States District Court, Southern District of Florida, which arose from EEOC Charge Nos. 510-2015-02685 and 510-2014-04015 filed by Archer raising allegations regarding herself and other female sex-based harassment victims

Handwritten signature and initials, possibly "JDS" or similar, in the bottom right corner.

8. The Parties acknowledge that this Decree does not resolve any charges of Discrimination that may be pending with EEOC against VRI, or any charge that may be filed in the future, other than the charges listed above. EEOC reserves all rights to proceed regarding matters not covered in this Decree.

9. The terms of this Decree are and shall be binding upon the present and future representatives, agents, directors, officers, successors, assigns, subsidiaries, affiliates, and any other corporations or entities into which VRI may merge or with which it may consolidate.

### **FINDINGS**

10. Having carefully examined the terms and provisions of this Decree, and based on the pleadings, record, and stipulations of the Parties, the Court finds the following:

- a. This Court has jurisdiction over the subject matter of this action and of the Parties, venue is proper, and all administrative prerequisites have been met.
- b. The Court shall retain jurisdiction to enforce this Decree and its terms for all purposes including, but not limited to, the entering of all orders, judgments, and decrees as necessary to implement the relief provided herein for the duration of this Decree.
- c. A breach of any term of this Decree by VRI shall be deemed a substantive breach of this Decree for which EEOC may bring an enforcement action.  
No party shall contest the validity of this Consent Decree, or the jurisdiction of the Federal District Court to enforce this Consent Decree and its terms.
- d. The terms of this Decree are adequate, reasonable, equitable, and just.
- e. The rights of the Parties, the Charging Party, the class members and the public interest are adequately protected by this Decree.

- f. This Decree conforms with the Federal Rules of Civil Procedure and Title VII of the Civil Rights Act of 1964 , 42 U. S. C. § 2000e *et seq.*, and Title I of the Civil Rights Act of 1991, 42 U.S.C. § 1981a, and is not in derogation of the rights or privileges of any person.
- g. The entry of this Decree will further the objectives of Title VII of the Civil Rights Act of 1964 , 42 U.S.C. § 2000e *et seq.*, and Title I of the Civil Rights Act of 1991, 42 U.S.C. § 1981a and is in the best interests of the Parties, the Charging Party, the class members and the public.

In consideration of the mutual promises and agreements contained in this Decree, the sufficiency of which is hereby acknowledged, the Parties agree as follows, the Court finds appropriate, and it is therefore **ORDERED, ADJUGED, and DECREED AS FOLLOWS:**

**DURATION OF THE DECREE & RETENTION OF JURISDICTION**

11. All provisions of this Decree shall be in effect (and the Court will retain jurisdiction of this matter to enforce this Decree) for a period of three (3) years, which period commences immediately following entry of the Decree, provided, however, that if, at the end of the three (3) year period, any disputes remain unresolved, the term of the Decree shall be automatically extended (and the Court will retain jurisdiction of this matter to enforce the Decree) until such time as all such disputes have been resolved.

12. VRI shall bear all costs incurred by EEOC caused by VRI's non-compliance with this Decree, including but not limited to any and all costs arising out of EEOC's efforts to enforce this Decree and/or remedy any breach in this Court.

**CHARGING PARTY MONETARY RELIEF**

13. **Aggregate Payment:** VRI shall pay total, exclusive, and voluntary monetary relief totaling \$125,000, representing compensatory damages, to settle the claims asserted by EEOC in its Complaint. Such payments shall be made to Charging Party Katrina Archer within 21 days of the entry of an Order approving this consent decree. It is acknowledged that this monetary relief agreed to in settlement of damages, as set forth herein, constitutes a debt owed to and collectible by the United States.

14. VRI will issue an IRS 1099 form for Archer's damages. The check and IRS form, and withholdings statements will be mailed by certified mail (return receipt requested) to Archer at an address to be provided by EEOC to VRI three (3) days before the checks are issued. VRI will simultaneously forward a copy of the check and IRS form to the attention of "EEOC Regional Attorney, Robert E. Weisberg, Re: VRI Consent Decree," at United States Equal Employment Opportunity Commission, Miami District Office, Miami Tower, 100 S.E. 2nd Street, Suite 1500, Miami, Florida 33131, and to robert.weisberg@eeoc.gov.

If Archer fails to timely receive any of the payments described in paragraphs 14-15 above, then VRI shall pay interest on the defaulted payments at a rate calculated pursuant to 26 U.S.C. §6621(b) until the same is paid, in addition to any other remedies available under this Decree.

**PERSONNEL FILES OF CHARGING PARTY**

15. Within ten (10) calendar days following the Court's approval of this Decree, VRI shall eliminate from the employment records of Archer any and all documents, entries, or references of any kind relating to the facts and circumstances which led to the filing of the Complaint. Further, within fifteen (15) calendar days from the Court's execution of this Decree, VRI shall report compliance with this provision in writing to the EEOC.

16. VRI agrees to provide a neutral referral regarding Archer's employment to anyone who contacts VRI seeking information regarding Archer's employment. The neutral reference will include the dates of her performance and the duties she performed.

### **INJUNCTIVE RELIEF**

17. Any and all injunctive relief set forth in this decree is applicable as it relates to VRI employees working at the Fort Lauderdale Beach Resort. If at any time VRI no longer has employees at the Fort Lauderdale Beach Resort, its injunctive relief obligations under this Decree shall cease.

18. Compliance with Federal Equal Employment Opportunity Laws. Nothing in this Decree shall be construed to limit or reduce VRI's obligation to comply with the statutes enforced by EEOC: Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000e *et seq.*, ("Title VII"); Title I of the Americans with Disabilities Act ("ADA"), 42 U.S.C. §12101, as amended; the Age Discrimination in Employment Act ("ADEA"), 29 U.S.C. §§621-633a, as amended; the Equal Pay Act ("EPA"), 29 U.S.C. §206(d); and the Genetic Information Nondiscrimination Act of 2008 ("GINA"), 42 U.S.C. § 2000f.

19. No Discrimination or Retaliation. VRI shall take all affirmative steps to ensure that it does not subject its employees to sexual harassment or otherwise discriminate on the basis of sex, or retaliate against its employees for engaging in Title VII-protected activity.

### **TRAINING OF MANAGERS**

20. VRI shall provide all managers and supervisors at the Fort Lauderdale Beach Resort ("FLBR") with training on sexual harassment and other forms of sex discrimination during the term of this Decree. Each training shall be offered in a language intelligible to training recipients. include the following topics: an explanation of the prohibition against sexual



harassment, sex discrimination, and retaliation for reporting harassment or other forms of sex discrimination; an explanation of how managers and supervisors should respond to and handle complaints of sexual harassment, other forms of discrimination, or retaliation; and an explanation of disciplinary penalties managers and supervisors will face for engaging in sexual harassment, sex discrimination, and retaliation or for failing to properly handle complaints of such. The initial training shall be provided by an individual or entity agreed to by EEOC. The training shall take place within ninety (90) calendar days of the Court's approval of this Decree. Thereafter all managers will receive renewed training every two years consistent with VRI's policies and procedures.

21. During the initial training, VRI will provide all managers and supervisors with a copy of VRI's discrimination, sexual harassment, and retaliation policies, which are attached as Exhibit – to this Decree.

22. VRI agrees to notify EEOC at least two weeks before each training of the date(s) and location of the Training. VRI further agrees to video record the training and provide EEOC with a copy of that video recording within thirty (30) days after the training. VRI further agrees to provide EEOC with any and all copies of pamphlets, brochures, outlines, or other written materials to be provided to the participants of the training sessions.

#### **TRAINING OF NON-MANAGERIAL EMPLOYEES**

23. VRI shall provide all non-managerial employees at the Fort Lauderdale Beach Resort ("FLBR") with training on sexual harassment and other forms of sex discrimination during the term of this Decree. Each training shall be offered in a language intelligible to training recipients. Each training shall include the following topics: an explanation of the prohibition against sexual harassment, sex discrimination, and retaliation for reporting

harassment or other forms of sex discrimination; and an explanation of how to report sexual harassment or discrimination. The initial training shall be provided by an individual or entity agreed to by EEOC. The initial training shall take place within ninety (90) calendar days of the Court's approval of this Decree. Thereafter all non-managerial will receive renewed training every two years consistent with VRI's policies and procedures. This obligation continues only as long as VRI provides employees to the Fort Lauderdale Beach Resort.

24. This training shall be separate and apart from the training for managerial staff.

25. VRI shall provide all non-managerial staff at the Fort Lauderdale Beach Resort (FLBR") with an annual, live, in-person training on sexual harassment and other forms of sex discrimination during the term of this Decree. Each training shall last a minimum of three (3) hours. The first training shall take place within ninety (90) days of the Court's execution of this Decree. The remainder of the training sessions shall take place annually and no later than March 1 of each year throughout the duration of the Decree. Each training shall be provided by an individual or entity agreed to by EEOC.

26. This training shall be separate and apart from the training for managerial staff.

27. The training shall include: an explanation of the prohibition against sexual harassment, sex discrimination, and retaliation for reporting harassment or other forms of sex discrimination; and an explanation of how to report sexual harassment or discrimination.

28. During this training, VRI will provide all non-supervisory employees with a copy of VRI's discrimination, sexual harassment, and retaliation policies, which are attached to this Decree as Exhibit A.

29. VRI agrees to notify EEOC at least two weeks before each training of the date(s) and location of the training. VRI further agrees to video record the training and provide EEOC

with a copy within thirty (30) days after the training. VRI further agrees to provide EEOC with any and all copies of pamphlets, brochures, outlines, or other written materials to be provided to the participants of the training sessions.

**INDIVIUDAL TRAINING OF NELSON PEREZ**

30. VRI shall provide Nelson Perez with a live, one-on-one training on sexual harassment within ninety (90) days of the Court's execution of this Decree. This training shall be provided by an individual or entity agreed to by EEOC.

31. The training shall include: an explanation of the prohibition against sexual harassment, sex discrimination, and retaliation for reporting harassment or other forms of sex discrimination; a discussion of why labeling harassment "kidding around" does not render it permissible; an explanation of how managers and supervisors should respond to and handle complaints of sexual harassment or discrimination; and an explanation of disciplinary penalties managers and supervisors will face for engaging in sexual harassment, sex discrimination, and retaliation or for failing to properly handle complaints of such.

32. This training shall be in addition to the training of managers and supervisors, which Nelson Perez will also attend.

33. VRI agrees to notify EEOC at least two weeks before this training of the date(s) and location of this training. VRI further agrees to video record the training and provide EEOC with a copy within thirty (30) days after the training. VRI further agrees to provide EEOC with any and all copies of pamphlets, brochures, outlines, or other written materials to be provided to Nelson Perez.

**INDIVIUDAL TRAINING OF SALLY REYES**

34. VRI shall provide Sally Reyes with a live, one-on-one training on sexual harassment within ninety (90) days of the Court's execution of this Decree. This training shall be provided by an individual or entity agreed to by EEOC.

35. The training shall include: an explanation of the prohibition against sexual harassment, sex discrimination, and retaliation for reporting harassment or other forms of sex discrimination; a discussion of why labeling harassment "kidding around" does not render it permissible; an explanation of how managers and supervisors should respond to and handle complaints of sexual harassment or discrimination; and an explanation of disciplinary penalties managers and supervisors will face for engaging in sexual harassment, sex discrimination, and retaliation or for failing to properly handle complaints of such.

36. This training shall be in addition to the training of managers and supervisors, which Sally Reyes will also attend.

37. VRI agrees to notify EEOC at least two weeks before this training of the date(s) and location of this training. VRI further agrees to video record the training and provide EEOC with a copy within thirty (30) days after the training. VRI further agrees to provide EEOC with any and all copies of pamphlets, brochures, outlines or other written materials to be provided to Sally Reyes.

#### **MONITORING AND REPORTING**

38. VRI will provide EEOC with twice-annual reports for a period of three (3) years following the Effective Date of this Decree. This provision applies only to VRI employees employed at the Fort Lauderdale Beach Resort. The first reports will be due by March 1, 2016 and September 1, 2016, and thereafter on March 1 and September 1 of each year.

39. Each report shall contain:

a. A description of each retaliation, sexual harassment or other gender discrimination complaint made by a VRI employee at FLBR, including the names, addresses and telephone numbers of the complaining party and any witnesses identified by the complaining party;

b. Any and all action VRI took in response to each complaint, and any written statements obtained or provided by the complaining party and/or witnesses; and

c. A certification that the Notice required to be posted pursuant to paragraphs – of this Decree remained posted during the entire six (6) month period preceding the report

d. VRI will make all employees available to the EEOC for interviews in connection with any information reported pursuant to paragraph 54 of this Decree, or for purposes of determining and/or monitoring VRI's compliance with this Decree.

#### **POSTING OF NOTICE**

40. Within ten (10) calendar days from the Court's execution of this Decree, VRI shall post an eleven (11) inches by fourteen (14) inches laminated copy of the Notice attached as Exhibit B to this Decree at VRI's FLBR's facility on a conspicuous location that is easily accessible to and commonly frequented by VRI employees (*e.g.*, next to the reception desk, in the lunch room/cafeteria, in employee locker rooms). The Notice shall be posted in each language spoken by VRI employees at FLBR and remain posted for the entire term of this Decree. VRI shall take all reasonable steps to ensure that the postings are not altered, defaced, or covered by any other material. Within fifteen (15) calendar days from the Court's entry of this Decree, VRI shall certify to EEOC in writing that the Notice has been properly posted as described in this paragraph and will provide a digital photo of the posting.

#### **REPORTING**

41. Any reports or notices to EEOC required by this Decree shall be sent to the attention of "EEOC Regional Attorney, Robert E. Weisberg, Re: VRI Consent Decree," at United States Equal Employment Opportunity Commission, Miami Tower, 100 S.E. 2<sup>nd</sup> Street, Suite 1500, Miami, Florida 33131.

42. Document and Data Retention. Notwithstanding the expiration of the other provisions of this Decree, for one (1) calendar year after the expiration of the term of this Decree, VRI shall retain all documents or data made or kept under this Decree. VRI shall provide such documents or data to the EEOC within ten (10) business days after receiving the EEOC's written request, provided the same is received by VRI no later than fifteen (15) days after the expiration of such one-year period.

43. Nothing contained in this Decree will be construed to limit any obligation VRI may otherwise have to maintain records under Title VII or any other law or regulation.

#### **DISPUTE RESOLUTION**

44. In the event that either party believes that the other party has failed to comply with any provisions of the Decree, the complaining party shall notify the alleged non-complying party in writing of such non-compliance and afford the alleged non-complying party ten (10) calendar days to remedy the non-compliance or satisfy the complaining party that the alleged non-complying party has complied. If the alleged non-complying party has not remedied the alleged non-compliance or satisfied the complaining party that it has complied within ten (10) calendar days, the complaining party may apply to the Court for appropriate relief.

45. The dispute resolution provision is not applicable to the monetary provisions of this Consent Decree.

#### **NOTIFICATION TO SUCCESSORS**


46. VRI shall provide prior written notice of this lawsuit and a copy of the Complaint and this Decree to any potential purchasers, successors, assigns, subsidiaries, or any other corporation, entity, or division with which VRI may merge or consolidate. All such entities shall be bound by this Decree.

**NO CONDITIONAL RECEIPT**

47. Defendant will not condition the receipt of individual relief on an individual's agreement to: (a) maintain as confidential the terms of this Consent Decree; (b) waive his or her statutory right to file a charge with any federal or state anti-discrimination agency; or (c) waive his or her right to apply for a position with Defendant.

**AGREED TO:**

For Plaintiff U.S. Equal Employment Opportunity Commission:

By:  Date: 2/2/16

ROBERT E. WEISBERG  
Regional Attorney  
U.S. EEOC  
Miami District Office  
100 S.E. 2nd Street, Suite 1500  
Miami, Florida 33131  
Tel: 305-808-1753  
Fax: 305-808-1835  
Attorney for Plaintiff U.S. EEOC

For Defendant Vacation Resorts International, Inc.:

By:  Date: 2/1/16



**EXHIBIT A TO CONSENT DECREE**

## **What You Can Expect From Us**

### **Equal Employment Opportunity**

We are committed to providing equal employment opportunities to all employees and applicants without regard to race, religion, color, sex, gender identity, sexual orientation, national origin, ancestry, citizenship status, uniform service member status, marital status, pregnancy, age, protected medical condition, disability or any other protected status in accordance with all applicable federal, state and local laws.

This policy extends to all aspects of our employment practices, including but not limited to, recruiting, hiring, firing, promoting, transferring, compensation, benefits, training, leaves of absence, and other terms and conditions of employment.

The Company is also committed to complying with the laws protecting qualified individuals with disabilities. The Company will provide a reasonable accommodation for any known physical or mental disability of a qualified individual with a disability to the extent required by law, provided the requested accommodation does not create an undue hardship for the Company and/or does not pose a direct threat to the health or safety of others in the workplace and/or to the individual. If you require an accommodation to perform the essential functions of your job, you must notify the Resort General Manager or the VRI Human Resources Department (949) 587-2299. Once the Company is aware of the need for an accommodation, the Company will engage in an interactive process to identify possible accommodations that will enable the employee to perform the essential functions of the job.

If you believe that you have been treated in a manner not in accordance with these policies, please notify the Company immediately, either by speaking to the Vice President of your Department or the VRI Human Resources Department (949) 587-2299. The Company takes all complaints of discrimination seriously. You are encouraged to utilize this procedure without fear of reprisal.

### **Introductory Period**

For every new employee, the first ninety (90) days of employment is an introductory period. During this time, you are able to learn about the Company, your job, and your new surroundings.

During this first ninety (90) days, your job performance, attendance, attitude and overall interest in your job will be observed by your supervisor. During this period, you will not be eligible for most Company benefits, such as holiday pay, vacation pay and insurance coverage. Throughout the introductory period, the Company will be assessing your selection as an employee. Employees who fail to demonstrate the commitment, performance and attitude expected by VACATION RESORTS INTERNATIONAL may be terminated at any time during the introductory period. However, completion of the introductory period does not change or alter the "at-will" employment

## Policy Against Harassment

Vacation Resorts International is committed to providing a work environment that is free of unlawful harassment. In furtherance of this commitment, the Company strictly prohibits all forms of unlawful harassment, which includes harassment on the basis of race, religion, color, sex, gender identity, sexual orientation, national origin, ancestry, citizenship status, uniform service member status, marital status, pregnancy, age, protected medical condition, disability or any other category protected by applicable state or federal law.

The Company's policy against harassment applies to all employees of the Company, including supervisors and managers. The Company prohibits managers, supervisors and employees from harassing co-workers as well as the Company's customers, vendors, suppliers, independent contractors and others doing business with the Company. In addition, the Company prohibits its customers, vendors, suppliers, independent contractors and others doing business with the Company from harassing our employees.

Violation of this policy will subject an employee to disciplinary action, up to and including immediate termination.

Examples of Prohibited Sexual Harassment: Sexual harassment includes a broad spectrum of conduct including harassment based on gender, transgender and sexual orientation (meaning one's heterosexuality, homosexuality, or bisexuality). By way of illustration only, and not limitation, some examples of unlawful and unacceptable behavior include:

- unwanted sexual advances;
- offering an employment benefit (such as a raise or promotion or assistance with one's career) in exchange for sexual favors, or threatening an employment detriment (such as termination, demotion, or disciplinary action) for an employee's failure to engage in sexual activity;
- visual conduct, such as leering, making sexual gestures, displaying sexually suggestive objects or pictures, cartoons or posters, pornographic magazines at work;
- verbal sexual advances, propositions, requests or comments;
- verbal abuse of a sexual nature, graphic verbal commentaries about an individual's body, sexually degrading words used to describe an individual, suggestive or obscene letters, notes or invitations;
- physical conduct, such as touching, assault, impeding or blocking movement;
- physical or verbal abuse concerning an individual's actual sex or the perception of the individual's sex; and

- verbal abuse concerning a person's characteristics such as vocal pitch, facial hair or the size or shape of a person's body, including remarks that a male is too feminine or a woman is too masculine.

Examples of What Constitutes Prohibited Harassment: In addition to the above listed conduct, the Company strictly prohibits harassment concerning race, color, religion, national origin, age or other protected characteristic. By way of illustration only, and not limitation, prohibited harassment concerning race, color, religion, national origin, age or other protected characteristic includes:

- slurs, epithets, and any other offensive remarks;
- jokes, whether written, verbal, or electronic;
- threats, intimidation, and other menacing behavior, bullying is not allowed;
- other verbal, graphic, or physical conduct; and
- other conduct predicated upon one or more of the protected categories identified in this policy.

If you have any questions about what constitutes harassing behavior, ask your supervisor or another member of management.

Harassment of our owners and guests, or employees of our owners and guests, vendors, suppliers or independent contractors by our employees is also strictly prohibited. Such harassment includes the types of behavior specified in this policy, including sexual advances, verbal or physical conduct of a sexual nature, sexual comments and gender-based insults. Any such harassment will subject an employee to disciplinary action, up to and including immediate termination. ***Your notification of the problem is essential to VRI. We cannot help resolve a harassment problem unless we know about it. Therefore, it is your responsibility to bring those kinds of problems to our attention so that we can take whatever steps are necessary to correct the problem.***

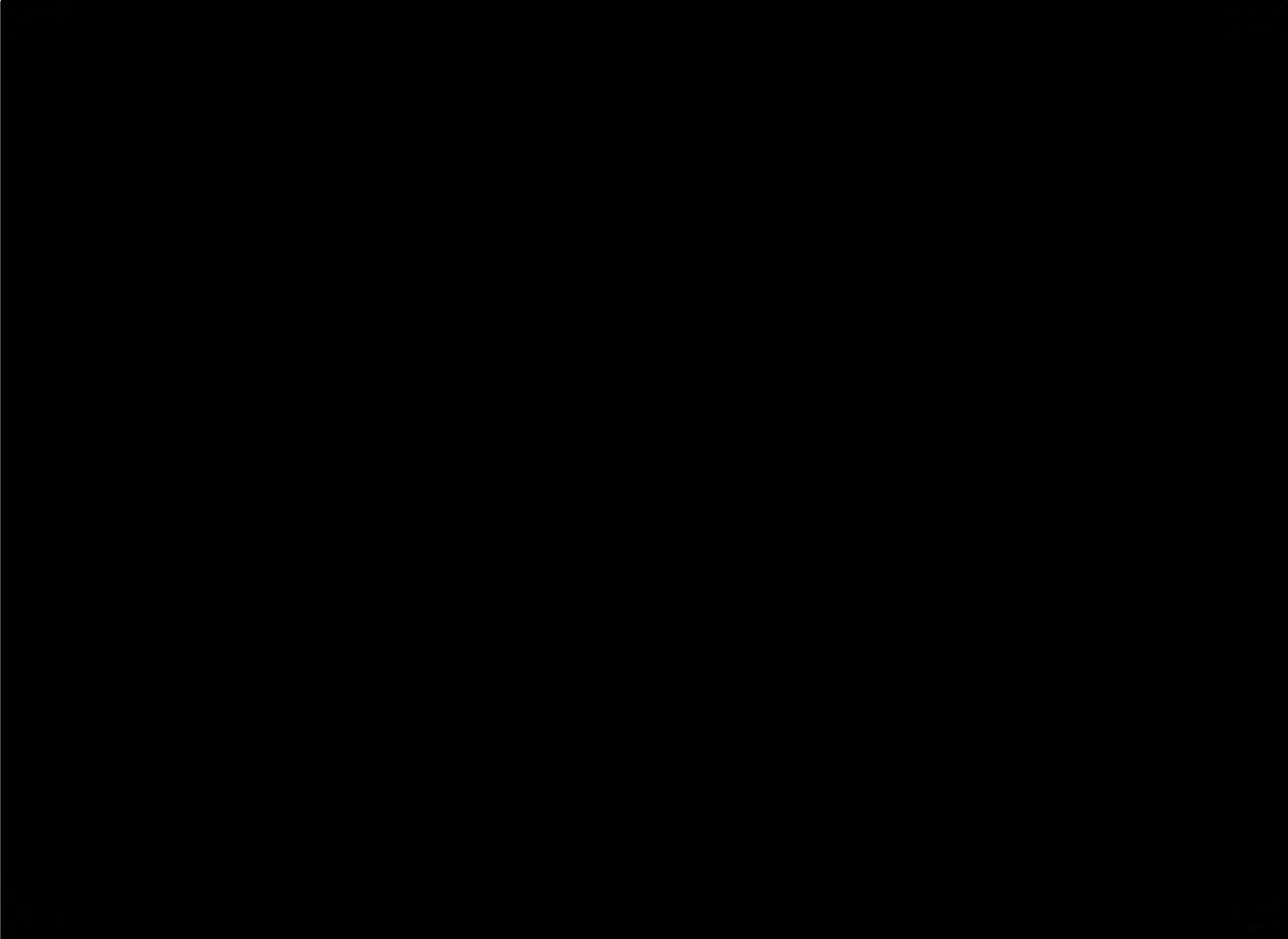
## **What Should You Do If You Feel You Are Or Have Been Harassed**

If you feel that you are being harassed by another employee, supervisor, manager or third party doing business with the Company, you should immediately contact **the Resort General Manager, your Supervisor, the VRI Human Resources Department (949) 587-2299, the VRI Director of Resorts (321) 453-3300 to discuss your complaint.** In addition, if you observe harassment by another employee, supervisor, manager or non-employee, please report the incident immediately to **the Resort General Manager, your supervisor, the VRI Human Resources**

Department (949) 587-2299, the VRI Director of Resorts (321) 453-3300. Appropriate action will also be taken in response to violation of this policy by any non-employee.

***Your notification of the problem is essential to us. We cannot help resolve a harassment problem unless we know about it. Therefore, it is your responsibility to bring your concerns and/or problems to our attention so that we can take whatever steps are necessary to address the situation.*** The Company takes all complaints of unlawful harassment seriously and will not penalize you or retaliate against you in any way for reporting a harassment problem in good faith.

All complaints of unlawful harassment which are reported to management will be investigated as promptly as possible and corrective action will be taken where warranted. The Company prohibits employees from hindering internal investigations and the internal complaint procedure. All complaints of unlawful harassment which are reported to management will be treated with as much confidentiality as possible, consistent with the need to conduct an adequate investigation. ***Retaliation is against the law. Any type of retaliation either by the Company, the Harasser or the Accuser, either against the Accuser, the Harasser or any Witnesses either during or after the investigation will be investigated and disciplinary action including termination will occur.***



**EXHIBIT B TO CONSENT DECREE**

**NOTICE TO ALL EMPLOYEES OF VACATION RESORTS INTERNATIONAL, INC.**

Vacation Resorts International, Inc., has a policy that prohibits retaliation and sex discrimination, including treating male applicants less favorably because of their sex. Federal law, more specifically, Title VII of the Civil Rights Act of 1964, as amended, protects individuals from employment discrimination because of sex, race, religion, color, age, disability, and/or national origin. Vacation Resorts international, Inc. does not condone employment discrimination of any kind as set forth in federal anti-discrimination laws, including, but not limited to, discrimination against men because of sex.

If you have been the victim of discrimination, Vacation Resorts International, Inc. encourages you to report such discrimination to any supervisor or to Human Resources, which can be reached at---. You also have the right to report discrimination directly to EEOC, a federal agency which enforces the federal laws against discrimination. If you believe you have been discriminated against, you may contact EEOC at (305) 808-1740. EEOC charges no fees and has employees who speak languages other than English. Any questions about this Notice or compliance with its terms may be directed to EEOC Regional Attorney Robert Weisberg at Miami Tower, 100 S.E. 2nd Street, Suite 1500, Miami, Florida 33131.

Title VII protects individuals from retaliation for having complained of an unlawful employment practice, including discrimination. Vacation Resorts International, Inc., assures its employees that it supports Title VII and will not take any action against an individual because he/she has exercised his/her rights under the law to oppose discriminatory acts or to file charges with EEOC. Appropriate corrective action, up to and including termination, based upon the circumstances involved, shall be taken against any employee (including management personnel) found to have violated Title VII and/or Vacation Resorts International, Inc. policy prohibiting discrimination and/or retaliation.

Dated: \_\_\_\_\_

\_\_\_\_\_  
VACATION RESORTS INTERNATIONAL, INC.

**DO NOT REMOVE THIS NOTICE**



DS